

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for purchase of one (1) Production Switch Tamper (Tamper) for Miami-Dade County (County) on behalf of Miami-Dade Transit (MDT) department.

**2.2 TERM OF CONTRACT**

This contract shall commence upon the date of the purchase order and shall remain in effect for one (1) year or until such time as the Tamper and all related training and material purchased in conjunction with this solicitation are delivered and accepted by the County's authorized representative, whichever period is longer, and upon completion of the expressed and/or implied warranty periods.

**2.3 METHOD OF AWARD**

Award of this contract will be made to the responsive and responsible Bidder whose offer represents the lowest price for the item listed in this solicitation. The County reserves the right to request additional information during evaluation of offers.

**2.4 PRICES**

If a Bidder is awarded a contract as a result of this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract. Prices offered shall include all equipment, training, manuals, freight, warranty, and all other fees required.

2.4.1 Equipment Changes: The County may make changes to the Tamper after award during the contract term, either before or after delivery and acceptance, provided; 1) that the net amount of any such changes is no more than ten (10) percent of the per unit contract price, 2) price for changes shall be verified by the Bidder via documentation from the Manufacturer's Suggested Retail Price or Bidder's standard published labor rates at time of award, and 3) such changes and net amount are mutually agreed to by awarded Bidder and the County.

**2.5 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

A manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance and design, and is in no way intended to prohibit the offer of another manufacturer's products of equal material unless otherwise indicated herein.

This solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

1. Product Information

If an "equal" product is considered by the County, the product shall be equal in quality and standards of

performance to the product specified in the solicitation. Where an "or equal" product is offered, product information is required with the initial offer and shall be submitted with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if requested by the County, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

**2.6 INSURANCE** (Insert here if Risk returns with higher limits than what's in Sec 1.22)

**2.7 INSPECTION**

- A. During Manufacture. If MDT so elects, MDT or its representatives may inspect the Material and/or Equipment during manufacture or assembly. Awarded Bidder shall give MDT sufficient advance notice of manufacturing schedule so as to permit inspection at a time suitable to MDT.
- B. Prior to the Shipment. If MDT so elects, MDT may inspect the Material and/or Equipment prior to shipment or delivery. The awarded Bidder shall give MDT sufficient advance notice of the date when the Material and/or Equipment will be completed and available for inspection. If MDT elects to inspect prior to shipment or delivery, the awarded Bidder shall not ship or deliver Material and/or Equipment without such inspection being made unless awarded Bidder has a specific written Waiver of Inspection signed by MDT.
- C. During Installation. If MDT so elects, MDT may inspect the Material and/or Equipment, and the installation work itself, at any time while installation is occurring upon reasonable notice to the awarded Bidder.

- D. Upon Completion of Installation. If MDT elects, MDT may inspect the Material and/or Equipment upon completion of installation, adjustment and testing by the awarded Bidder. The awarded Bidder shall give MDT sufficient advance notice of the date when the installation will be completed and available for inspection so that MDT may inspect the installation before Contractor permanently leaves the installation site with its equipment and personnel.

**2.8 DELIVERY SHALL BE WITHIN THREE HUNDRED SIXTY-FIVE (365) DAYS AFTER DATE OF ORDER**

The vendor shall make deliveries of the Tamper within 365 calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

**2.7.1 Need from MDT - delivery address and any delivery instructions**

- 2.7.2 Training shall commence within thirty (30) calendar days after the Tamper is accepted by the County. The County will create a schedule after award and notify the awarded Bidder.

**2.9 WARRANTY – TBA**

**2.10 COMPLIANCE WITH FEDERAL AND STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.11 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:**

The awarded Bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper.

**2.12 EQUIPMENT SHALL BE NEW AND MOST RECENT MODEL AVAILABLE**

The equipment being offered by the awarded Bidder shall be new and the most recent model available. Any optional components which are required in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components and services (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

**2.13 LICENSES, PERMITS AND FEES**

The awarded Bidder shall obtain and pay for all licenses, permits and fees required for this contract; and shall comply with all laws, ordinances, and regulations applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the awarded Bidder shall be borne by the awarded Bidder.

**2.14 OMISSION FROM SPECIFICATIONS:**

The apparent silence of the specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only new materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

These specifications define the minimum requirements for a Production Switch Tamper (Tamper), equal to or better than, but not limited to Harsco Model Mark IV or Plasser Model GRM-3000. The Tamper is intended for use in the geographical area of Miami-Dade County, Florida with subtropical marine environmental conditions. It will be used by Miami Dade Transit Track and Guideway division to perform Tamping tasks on the Miami Dade Transit Metrorail System.

**3.2 MANUALS**

Tamper shall be provided to the County with one (1) electronic and two (2) paper copies each of Operators', Maintenance/Repair, and Parts Manuals.

**3.3 DESIGN AND PERFORMANCE**

The Tamper shall be manufactured with the following features:

1. Minimum of two (2) LED headlights and two (2) brake lights on each end.
2. Minimum of eight (8) LED work lights that illuminate the workheads, machine perimeter and steps. Headlights will not be counted as work lights.
3. Minimum of one (1) roof mounted 360 degree intermittent blue warning light or beacon that can be flipped down for highway transport or maintenance.
4. Cobra type brakes.
5. Safety plate glass in all windows.
6. Steel manufactured stone and vandal guards over all windows.
7. Manufacturer shall provide the maximum hydraulic filtration system that they offer to protect all pumps and motors from damage due to contamination or mechanical component failure. This should include:
  - a. 10 Micron or finer high pressure filters for each hydraulic circuit.
  - b. 10 Micron or finer filtration of all hydraulic return oil.
  - c. Magnetic suction strainers for all suction lines coming out of the hydraulic tank.
8. One (1) office copy of all geometry and guidance software that is used on the tamper.
9. All optional storage boxes offered by the manufacturer within the cab as well as exterior mounts.
10. Tamper shall be equipped with dual probe tie finder. The tie finder must:
  - a. Operate in flooded ballast;
  - b. Operate without the need to move the tie finder for travel clearance; and,
  - c. Locate both ends of the tie even when slewed.

11. Tamper shall be equipped with automatic mode where the machine:
  - a. Locates ties,
  - b. Indexes the machine,
  - c. Lift and lines the track, and
  - d. Tamps each tie without operator intervention, thereby freeing the Operator to:
    - I. make adjustments to the lift and line being applied with the use of rubber banding software,
    - II. Watch for obstacles that would impede tamping, and
    - III. Maintain a safe working distance from any equipment or obstacle in front of the machine.
12. Tamper is to be equipped with 16 hydraulic driven tamping tools on two independent workheads.
13. Workhead depth control must be measured with a magnetic non-contact linear transducer.
14. Drive system to be a 2 speed drive axle with variable displacement hydraulic motors. Providing full time four wheel drive with automatic speed control. The low gear is used in work mode and the high gear is used in travel mode. The variable displacement motors provide high torque for starting on grades and seamless transition through travel speeds up to 30mph.
15. Reference system is to be light based using an LED infrared beam. Infrared LEDs must be rated for a life of 20,000+ hours or equal.
16. Control system must consist of a distributed input/output system where modules are distributed throughout the machine. These modules must be mounted as close as possible to control points in order to reduce the complexity of wiring.
17. Tamper must be able to travel and/or work with all functions while on a minimum 400' radius curve taking into account third rail (MDT Dynamic Envelope clearance diagrams attached). **Need diagrams from MDT**
18. Minimum of two (2) weeks of site training for operators and mechanics.
19. Reflective tape, 3M 980 diamond grade tape, alternating red and white, affixed to the perimeter of the machine and buggies.
20. Painted in MDT standard color – CAT Yellow.
21. MDT will provide flagging tools required to comply with MDT's operating rules and procedures.
22. MDT clearance diagram is attached. Maximum acceptable width of tamping head traverse beam is 126 inches. **Need diagrams from MDT**

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PRICE SUBMITTAL PAGE			
Item No.	Description	Quantity	Unit Price
1	Production Switch Tamper	1	\$
	<p>Specify below the manufacturer and model offered.</p> <p>Manufacturer's Name: _____</p> <p>Model Number: _____</p>		